

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Vernon Larocque**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the town of Hay River in the Northwest Territories**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**VERNON LAROCQUE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the cost of repairs of damages in the amount of \$1,085.07 (one thousand eighty-five dollars seven cents).
2. Pursuant to sections 43(3)(d) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #206, 46 Woodland Drive, in Hay River, Northwest Territories, will be terminated July 31, 2014, and the respondent must vacate the rental premises on or before that date, unless no further complaints of disturbances are received by the applicant before that date.

DATED at the City of Yellowknife in the Northwest Territories this 20th day of June 2014.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Vernon Larocque**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**VERNON LAROCQUE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 19, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Adam Swanson, representing the applicant Vernon Larocque, respondent Ida Atigikyoak, witness for the respondent Cheryl Jensen, witness for the respondent</b>
<b><u>Date of Decision:</u></b>	<b>June 19, 2014</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Hay River Housing Authority as the applicant/landlord against Vernon Larocque as the respondent/tenant was filed by the Rental Office May 8, 2014. The application was made regarding a residential tenancy agreement for subsidized public housing at the rental premises known as #206, 46 Woodland Drive, in Hay River, Northwest Territories. The applicant served a copy of the filed application on the respondent by personal service May 14, 2014.

The applicant alleged the respondent had repeatedly disturbed other tenants' and the landlord's quiet enjoyment of the residential complex, and that the respondent had caused damages to the rental premises and residential complex. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for June 19, 2014. Mr. Adam Swanson appeared representing the applicant. Mr. Vernon Larocque appeared as respondent. Ms. Ida Atigikyoak and Ms. Cheryl Jensen appeared as witnesses for the respondent.

Ms. Swanson testified that the respondent has been a tenant at what is commonly referred to as the singles apartment since May 1, 2013. The tenancy agreement for these units are under subsidized public housing and a common condition to the tenancies is that they only be occupied by the tenant.

In February 2014, the applicant discovered Mr. Larocque had left his apartment window open overnight which caused the water pipes to freeze and break; the damages further resulted in water damage to both Mr. Larocque's apartment and the apartment directly below his. Mr. Larocque did not dispute this allegation and accepted responsibility for the damages caused.

Since November 2013, the applicant has received and documented approximately 13 complaints specific to disturbances coming from Mr. Larocque's apartment. Each of these complaints have been followed by a formal letter from the applicant to Mr. Larocque notifying him of the complaints and asking that the disturbances cease. The most recent complaint was recorded June 9, 2014. Mr. Larocque questioned whether all the disturbances could legitimately be attributed to coming from his apartment, suggesting that some of them may very well actually be associated

with his neighbour. Mr. Larocque's witnesses – one of whom is also a tenant in the same residential complex – supported this suggestion. However, it was pointed out that not enough complaints have been received by the applicant regarding Mr. Larocque's neighbour to warrant an application to the rental officer. Mr. Larocque and his witnesses acknowledged they never complain out of fear of repercussions.

During a review of the specific complaints brought forward in the application it was learned the residential complex was known to have quite 'thin walls' and even the simple movement of getting up from a kitchen chair could be heard loudly in the lower apartments. All of the disturbances in this instance have occurred after 11:00 p.m. Several of the complaints stem from the movement of the kitchen chairs, to which Mr. Larocque's witness Ms. Atigikyoak testified were likely during her visits with Mr. Larocque when they would play cards and visit. Ms. Atigikyoak spoke very highly of Mr. Larocque's character and referred to him as always being very respectful. Other complaints stem from hearing arguments and crying, which when investigated were discovered to be coming from movies being watched by Mr. Larocque and his other witness Ms. Jensen. Ms. Jensen confirmed of the disturbances complained of there was only one incident where she and Mr. Larocque argued, after which she left, and that argument was not loud. There were only three disturbances which were complained of which Mr. Larocque confirmed he had family over late into the night which may have caused more noise than usual, but they were not excessive except in context with the 'thin walls' of the complex.

The acknowledgement by all parties of the 'thin walls' of the complex, the singles nature of the apartments, and the need to be considerate of neighbours, led to a discussion of ways to avoid further complaints of disturbances, including playing cards at Ms. Atigikyoak's apartment instead of Mr. Larocque's and visiting with family at another family's residence instead of Mr. Larocque's. Mr. Larocque and his witnesses were also strongly encouraged by Mr. Swanson to immediately report any disturbances coming from other units as he could not address those issues if he was not formally made aware of them. Mr. Swanson assured the respondent and his witnesses that the recording of any complaints does not include the identification of the complainant, as evidenced by the complaints submitted as evidence in this case.

*Tenancy agreement*

The residential tenancy agreement entered into evidence by the applicant is dated May 1, 2013. Neither party disputed the validity of the agreement and I am satisfied a valid tenancy agreement is in place between the parties.

*Damages*

The work orders and invoices submitted into evidence by the applicant document the condition of Mr. Larocque's and his neighbour's rental premises when they investigated the complaint of damages and the cost to repair the resulting damages. Mr. Larocque did not dispute the cause of the damages or the cost of repairs. I am satisfied the damages were caused by Mr. Larocque's unintended neglect and that he is liable for the costs associated with repairing the damages in the amount of \$1,085.07. The parties agreed at hearing to the application of a payment plan for this compensation.

*Disturbances and termination of the tenancy*

Although there is enough evidence to support the allegation of repeatedly disturbing other tenants' quiet enjoyment of the residential complex, I am not satisfied termination of the tenancy under section 54 of the Act is warranted at this time. Cautions have been expressed to Mr. Larocque to have more consideration for his neighbours by reducing the number of visitors he has after 11:00 p.m. A negotiated settlement was decided in which a conditional termination order would be made under section 43 of the Act where the tenancy would be terminated July 31, 2014, unless there were no other complaints of disturbances received by the applicant.

An order will issue for Mr. Larocque to compensate the applicant for costs of repairing damages in the amount of \$1,085.07 to be paid in minimum monthly installments of \$90.50 starting July 2014, and terminating the tenancy agreement on July 31, 2014, unless no further complaints of disturbances are received by the applicant before that date.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Residential tenancy agreement fixed term lease dated May 1, 2013
- Exhibit 2: Applicant's note to file dated May 5, 2014
- Exhibit 3: Applicant's final warning correspondence to respondent dated April 25, 2014
- Exhibit 4: Applicant's note to file dated April 25, 2014
- Exhibit 5: Applicant's warning correspondence to respondent dated April 7, 2014
- Exhibit 6: Applicant's note to file dated April 7, 2014
- Exhibit 7: Applicant's correspondence to respondent dated March 19, 2014
- Exhibit 8: Applicant's note to file dated March 19, 2014
- Exhibit 9: Applicant's warning correspondence to respondent dated March 18, 2014
- Exhibit 10: Applicant's note to file dated March 18, 2014
- Exhibit 11: Applicant's correspondence to respondent dated March 7, 2014
- Exhibit 12: Applicant's note to file dated March 7, 2014
- Exhibit 13: Applicant's warning correspondence to respondent dated February 3, 2014
- Exhibit 14: Applicant's note to file dated February 3, 2014
- Exhibit 15: Applicant's warning correspondence to respondent dated November 25, 2013
- Exhibit 16: Applicant's note to file dated November 25, 2013
- Exhibit 17: Applicant's outstanding damages correspondence to respondent dated April 22, 2014
- Exhibit 18: Applicant's outstanding damages correspondence to respondent dated April 9, 2014
- Exhibit 19: Applicant's outstanding damages correspondence to respondent dated March 24, 2014
- Exhibit 20: Applicant's damages correspondence to respondent dated March 10, 2014
- Exhibit 21: Applicant's invoices numbered 14902 and 65522 dated March 10, 2014
- Exhibit 22: Applicant's work order number 450 dated February 22, 2014

- Exhibit 23: Applicant's damages correspondence to respondent dated March 7, 2014
- Exhibit 24: Applicant's work order number 2,076 dated February 25, 2014
- Exhibit 25: Applicant's invoices numbered 65317 and 14901 dated March 7, 2014
- Exhibit 26: Applicant's damages correspondence to respondent dated March 7, 2014
- Exhibit 27: Applicant's work order number 2,078 dated February 26, 2014
- Exhibit 28: Applicant's invoices numbered 65318 and 14900 dated March 7, 2014
- Exhibit 29: Applicant's damages correspondence to respondent dated March 7, 2014
- Exhibit 30: Applicant's work order number 2,079 dated February 26, 2014
- Exhibit 31: Applicant's invoices numbered 65344 and 14899 dated March 7, 2014
- Exhibit 32: Applicant's note to file dated February 24, 2014
- Exhibit 33: Statement of account dated May 5, 2014
- Exhibit 34: Client aged detail as of May 5, 2014
- Exhibit 35: Applicant's notice of termination of tenancy correspondence to respondent dated May 5, 2014
- Exhibit 36: Statement of account dated June 16, 2014
- Exhibit 37: Client aged detail as of June 16, 2014
- Exhibit 38: Applicant's warning correspondence to respondent dated June 10, 2014
- Exhibit 39: Applicant's note to file dated June 9, 2014
- Exhibit 40: Applicant's note to file dated May 23, 2014
- Exhibit 41: Applicant's outstanding damages correspondence to respondent dated May 20, 2014
- Exhibit 42: Applicant's warning correspondence to respondent dated May 21, 2014
- Exhibit 43: Applicant's note to file dated May 20, 2014
- Exhibit 44: Applicant's note to file dated May 20, 2014
- Exhibit 45: Applicant's warning correspondence to respondent dated May 7, 2014
- Exhibit 46: Applicant's note to file dated May 7, 2014